

Doc #5164  
ADOPTED 4/24/89

**AGREEMENT  
BY AND AMONG  
NORTHEASTERN UNIVERSITY,  
THE MEMBERS OF THE JOINT NEIGHBORHOOD COMMITTEE ON THE  
NORTHEASTERN MASTER PLAN, AND THE  
MAYOR'S OFFICE OF NEIGHBORHOOD SERVICES**

**PARTIES**

This Agreement is made this 24th day of April, 1989, by and among NORTHEASTERN UNIVERSITY, a non-profit corporation, hereinafter called "the University", the Joint Neighborhood Committee on the Northeastern Master Plan, an unincorporated association, hereinafter collectively called "the Committee", and the City of Boston, acting by and through the Mayor's Office of Neighborhood Services, hereinafter called "MONS". The University, the Committee, and MONS shall be called hereinafter "the Parties" to this Agreement, which is subject to the approval of the Boston Redevelopment Authority, hereinafter called "the BRA".

**RECITATIONS**

The Committee is a coalition of the Fenway Civic Association, Fenway Community Development Corporation, Gainsborough Street Neighborhood Association, Symphony Area Renaissance, Inc., Symphony Tenants Organizing Project, and Symphony United Neighbors, which are non-profit corporations.

The University has submitted a Draft Master Plan dated September, 1987, for the development of its campus over a ten (10) year period, commencing from the date of approval of the University's final Master Plan by the BRA.



The University has proposed a project, the Opera Place Dormitory Project, hereinafter called "the Project", to be heard before the BRA Board on April 24, 1989, and the Zoning Board of Appeal on April 25, 1989, which Project requires certain zoning relief. The Project, and subsequent University actions, may have impacts on the Fenway community.

The zoning relief for the Project may be granted only if, with regard to the conditional use, the specific site is an appropriate location for such use, the use will not adversely affect the neighborhood, there will be no serious hazard to vehicles or pedestrians from the use, no nuisance will be created by the use, and adequate and appropriate facilities will be provided for the proper operation of the use; and with regard to the variance, it will not be injurious to the neighborhood or otherwise detrimental to the public welfare, taking into account the number of persons residing or working upon such land or in such structure; the character and use of adjoining lots and those in the neighborhood; and traffic conditions in the neighborhood.

This Agreement is intended to formalize the relationship of the Parties in establishing the conditions upon which the Project may proceed, in accordance with the requirements for zoning relief.

The Committee is recognized by the University, the BRA, and MONS, as the Fenway community advisory committee on Northeastern University's Opera Place Dormitory Project and Master Plan.

The Committee and the University have recently engaged in extensive negotiations concerning issues impacting the Fenway neighborhood and the Opera Place Dormitory Project.

As a result of those meetings, the University and the Committee have reached agreement in principle on numerous major issues, and have agreed to a



structure, a process, and timetable for reaching the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement.

## RESOLVES

The Parties agree in principle with the attached Draft Framework Principles, known as Appendix A, attached hereto, and incorporated herein, which address the following issues: (1) Housing; (2) Affordable Housing; (3) Student Behavior; (4) Transportation; (5) Street Closings; (6) Master Planning; (7) Student Housing on the West Campus; (8) Hemenway Street: Student Behavior and Dormitory Conversion; and (9) St. Stephen Street: Student Behavior.

The Parties agree to enter into this Agreement with the intent to enter into a formal agreement, acceptable to the Parties, which Agreement shall hereinafter be called the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, within a reasonable period of time, not to exceed fourteen (14) working days from the date of execution of this Agreement.

The Committee agrees not to oppose the Project.

## ASSIGNMENT

At such time as the Committee becomes incorporated as a charitable corporation under Chapter 180 of the Massachusetts General Laws, this Agreement may be assigned to the Committee as a corporate entity.

## **DURATION**

The Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement shall run for the longer of ten (10) years or the term of the University's approved Master Plan.

## **APPROVAL AND AMENDMENTS**

This Agreement, the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, the implementation of such agreements, and any subsequent amendments thereto are subject to the approval of the Boston Redevelopment Authority.

The University's obligations hereunder are conditioned upon the Opera Place Dormitory Project being built as approved.

The BRA and the Mayor's Office of Neighborhood Services are parties to this Agreement and the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement for the purpose of mediating issues arising from the finalization of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, and implement such agreement.



IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by the representatives duly authorized:

ATTEST

D. J. Rodger

NORTHEASTERN UNIVERSITY

By: [Signature]

Joseph D. Warren  
Director of Community Affairs

By: [Signature]

Thomas Keady  
Director of City Relations

ATTEST:

Mary Mercure

JOINT NEIGHBORHOOD COMMITTEE ON  
THE NORTHEASTERN MASTER PLAN

By: [Signature]

Mary Bertin,  
Co-Chairperson

By: [Signature]

Joyce Silverman,  
Co-Chairperson

ATTEST:

[Signature]

MAYOR'S OFFICE OF NEIGHBORHOOD  
SERVICES

By: [Signature]

Don Gillis, Director

APPROVED

BOSTON REDEVELOPMENT AUTHORITY

By: [Signature]

Stephen Coyle, Director

## DRAFT FRAMEWORK PRINCIPLES

### 1. HOUSING

With respect to housing issues, the parties agree in principle that:

- o No additional housing for undergraduate students will be located in the East Fenway area during the term of the approved Master Plan.
- o The University will not change the use or occupancy of any of its property from a housing to a non-housing use during the term of the approved Master Plan, except as the result of a mixed use/joint venture project involving the community and the University.
- o In order to improve student behavior, the University will immediately convert the Hemenway Street dormitories to "Honors" and "Special Programs" Dormitories and will reduce the number of students living there from 700 to 600.
- o The University will designate its linkage contribution to the community development corporations of the neighborhoods abutting the University, such funds to be used for gap financing to build affordable rental housing projects for Boston residents; such linkage contribution to provide funding for certain projects in the Fenway, Mission Hill, Roxbury, Lower Roxbury, and South End neighborhoods, the allocation of such funds among such neighborhoods to be determined mutually, according to equitable allocation criteria, among the community development corporations in such



neighborhoods in accordance with DIPP Agreements, subject to the approval of the Neighborhood Housing Trust.

- o The University is interested in participating with a non-profit Community Development Corporation or other non-profit entities ("Non-Profit Developers") seeking to develop affordable housing in the Fenway community.
- o The University will work with a Non-Profit Developer acceptable to the Committee, and with the BRA, to identify, evaluate and develop a model joint venture housing project. Such model project is expected to be of limited scope. Following the success of the model project, the University agrees to seek additional projects with the Fenway community. The University's participation in such project will be based upon and subject to:
  - (i) funding of its financial contributions to the project out of linkage payments, PILOT payments and payments made to the City of Boston in connection with the discontinuance of City streets; (ii) its determination that the project is feasible and financially viable, including, without limitation, its determination that the project will assist in achieving Northeastern's goal of increasing its employee and faculty housing resources; and (iii) satisfactory agreement with the Non-Profit Developer as to terms of a partnership agreement.
- o In connection with the Master Plan process, the University will agree to specify commitments of linkage funds to affordable housing projects in the Fenway. Said commitments shall be subject to review and

approval by the Neighborhood Housing Trust and the Boston Redevelopment Authority.

## **2. STUDENT BEHAVIOR**

With respect to the issue of student behavior, the parties agree in principle that:

- o Immediately following the execution of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, a process for establishing more formal and visible standards for off-campus student behavior will be defined jointly by the University and the community. The standards shall be accessible and visible to the community, students, and applicants to the University. Where appropriate and legal, the community will have a role in the adjudicatory process.
- o The University and the Committee will continue to work toward the implementation of team policing by the Northeastern University and Boston Police. Upon implementation of team policing, both parties agree to monitor its effectiveness.

## **3. COMMUNITY BENEFITS AND SERVICES**

With respect to community benefits and services, the parties agree in principle that:

- o The University will rehabilitate 58 Burbank Street in order to eliminate code violations relating to the roof, windows, lighting, and plumbing. University space planners shall complete a spatial analysis of the building.



- o The University and community will jointly determine the long term future of 58 Burbank Street. To do so, University engineers will analyze the structure, with such information to be jointly reviewed by the University and current tenants. Based on this and additional information, the University and current tenants will jointly determine a future course of action, including either further renovation of the building, or its demolition and construction of a new building as a joint venture between the University and community.
- o The University will enter into a long-term lease at 58 Burbank Street, for a period of not less than twenty years, at a lease rate of one dollar per year. Lessee will be responsible for the insurance and routine maintenance of the property.
- o The University will make a \$35,000 PILOT payment to the City of Boston for the Opera Lot Dormitory Project.
- o The University will participate in the BRA Household Survey through the allocation of a maximum of \$7,500.
- o The University will continue to provide comprehensive services to the Fenway community, including but not limited to, those listed below, and specifically will agree:
  - to establish a model recycling program coordinated by the City of Boston Department of Environmental Affairs;

- so long as requested, to continue to provide buses for senior citizens housed at Morville House for outings during the summer months;
- so long as requested, to continue to use good faith efforts to provide senior citizens with student assistance in running errands, shopping for groceries, and repairing their dwellings;
- so long as requested, to continue to use good faith efforts to provide Street Safe volunteers in the East Fenway area;
- to distribute 5,000 potted plants targeted to the Fenway neighborhood;
- to continue to provide the maintenance and beautification activities on the triangle of property at the entrance to the Fenway at the corner of Forsyth Way and Huntington Avenue;
- to continue to provide Thanksgiving dinners for senior citizens of the East Fenway and a lunch program during the spring quarter months;
- to continue to provide a multitude of services to the youth and adults of the Fenway area through the Fenway Program, an effort run by the University's Boston-Bouve College of Human Development Professions; and
- to designate the Fenway Community Health Center to receive a payment of \$25,000 per year for twenty (20) years, commencing with



the approval of the City assessors, in accordance with the Tax Exempt Property Steering Committee agreement with the City of Boston dated December 26, 1986. MONS will insure that the use of these funds will be consistent with the Health Center's mission of serving the Fenway. The acceptance of these funds will trigger annual reporting by the Health Center to the City of the use of such funds.

Notwithstanding anything in this paragraph to the contrary, with respect to the above, the University will continue these programs unless and until financial and/or personnel constraints prevent their continuation. By September 1, 1989, the University will provide a comprehensive list of services to the Fenway community.

#### 4. TRANSPORTATION

With respect to transportation issues, the parties agree in principle that:

- o Except for special needs and other extraordinary circumstances, the University will prohibit students living in the proposed Opera Place Dormitory from maintaining an automobile on campus.
- o The University will work with surrounding educational and cultural institutions to facilitate parking on weekends and week nights for events, within the constraints of City licensing procedures and regulations.
- o The University agrees to participate in an area wide transportation and parking study, with one of several goals being the reduction of traffic

congestion and parking demand in the surrounding areas. The University will provide \$25,000 for the completion of the study.

## 5. STREET CLOSINGS

With respect to potential street closings, the parties agree in principle that:

- o The University will provide a full report to the Committee and other affected neighborhoods on actions that have been taken, and pending actions, regarding the closing of streets on the West Campus, by September, 1989.
- o The University will initiate a process, with affected communities, to establish a West Campus street closing plan prior to the approval of a Master Plan and the initiation of a Phase 2 Development Review Process.
- o The Street Closing Plan established must not have a material adverse impact, as determined by the Boston Transportation Department, upon traffic and parking in effected neighborhoods. It must be compatible and consistent with the Master Plan as approved, and its implementation must be feasible within the timeframe of the Master Plan implementation.
- o The City will hold meetings to review traffic and parking concerns on St. Stephen Street, and to develop street alteration alternatives with residents of the area.

## 6. MASTER PLANNING

With respect to master planning of the University, the parties agree in principle that:



- o Within thirty (30) days of the date of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, the BRA will provide for the University, the Committee, and organizations in other affected neighborhoods proposed master planning requirements and review process for comment. Within sixty (60) days of the date of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, the BRA will advise all parties of the final requirements for master plan submission and review process.
- o Wherever relevant to the Master Plan, the appropriate sections of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement will be included and/or restated in the Master Plan as determined by the BRA.

**7. HEMENWAY STREET: STUDENT BEHAVIOR AND DORMITORY CONVERSION**  
**ST. STEPHEN STREET: STUDENT BEHAVIOR**

With respect to the issues of student behavior and dormitory conversion on Hemenway Street and student behavior on St. Stephen Street, the parties agree in principle that:

- o Upon the execution of the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement, there shall be established a working group with the purpose of developing a set of off-campus behavior standards to be adhered to by University students. The working group will be composed of, but not limited to, the following individuals:
  - Northeastern University Dean of Students

- Northeastern University Director of Housing
- Northeastern University Director of Security
- Three representatives from the Fenway area (East Fenway and West Fenway) to be appointed by the Committee;
- A representative of the Northeastern University Student Government;
- A representative of the Boston Police Department;
- A representative of the Boston Redevelopment Authority;
- A representative of the Mayor's Office of Neighborhood Services;

and such other neighborhood representation as shall be agreed to by the parties and the BRA. The BRA and MONS will insure that there is full advisory participation by representatives of the affected neighborhoods, as appropriate.

- o By September 30, 1989, this working group shall have formulated and established a set of off-campus behavior standards which must be abided by. Standards shall be developed that will apply to behavior within a dormitory building, as well as the off-campus community. If such standards cannot be prepared and agreed upon by such date, and if the working group does not agree to extend the date of completion, the City shall review the work of the working group, and shall complete the development of standards for the Hemenway Street and St. Stephen Street dormitories, which shall become effective immediately upon completion.
- o In addition to developing general off-campus behavior standards, it shall also develop standards for residents of dormitories located at 115-163 Hemenway Street.



- o At such time that the standards become effective, each dormitory on Hemenway Street shall be allowed a maximum number of violations per year to be stated in the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement. Within the framework of said Agreement the parties shall address the following issues: (1) the total number of violations; (2) whether that number should be annual or cumulative; (3) whether it should be per dormitory or in total; and (4) the effective date of the application of these principles to the dormitories not yet scheduled for special use. Following the disposition of the last violation (stated in the Northeastern University/Joint Neighborhood Committee on the Northeastern Master Plan Agreement) of these standards by students in any single dormitory, such dormitory shall be converted within three (3) years of such disposition, to non-undergraduate adult housing. Any such conversion to adult housing uses shall be accompanied by a legally enforceable property use restriction operating for a period of at least fifteen (15) years. Furthermore, the number of undergraduate beds eliminated by such conversion shall be added to the next scheduled new dormitory construction.
- o Throughout this entire process, there is an understanding on the part of both the University and Committee that each will work cooperatively to establish a positive relationship between the University students and community residents. For example, the Committee will participate in orientation sessions for new residents of these dormitories as well as

other activities that will facilitate a positive relationship between dormitory residents and the community.

- o With regard to University dormitories at 106-122 St. Stephen Street, the established behavior standards shall apply to students living within such dormitories, although sanctions regarding conversions do not apply.
- o In addition, the University, within one (1) year of the establishment of such standards, agrees to a comprehensive discussion and review of student behavior on Hemenway Street and St. Stephen Street through the process as previously defined to address off-campus student behavior standards.
- o The University, through its Dean of Students, also agrees to make a monthly report to the Committee on all University actions taken regarding off-campus behavior problems.
- o In addition to establishing a set of off-campus behavior standards for the purpose stated above, the working group shall also act as the established body to carry out the following tasks:
  - Address the comprehensive off-campus student behavior issue, as previously defined. All matters addressed in the Northeastern University Student Handbook may be discussed;



- Discuss the form and content of dispositions taken as disciplinary actions by the University;
- Discuss the role of a community representative in the disciplinary process;
- Review and revise, where necessary, the manner in which off-campus behavioral requirements and sanctions are conveyed to University students and potential applicants and the manner in which they acknowledge and accept off-campus behavior policies; and
- Review and revise, where necessary, the manner in which the community is informed of off-campus behavior policies and remedies available to aggrieved residents of the community.

#### 8. STUDENT HOUSING ON THE UNIVERSITY'S WEST CAMPUS

With respect to the amount of student housing on the University's West Campus, the Parties agree in principle that:

- o The University's Master Plan will determine the overall student on-campus housing goal and the number of beds proposed for each residential project and phase included in the Master Plan.
- o The University will begin a data collection process in September, 1989, and will complete the process and produce the data, as defined jointly by the City, the Committee, and the University, by February, 1990.

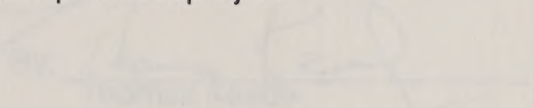
The data produced will include the current total full-time undergraduate

enrollment, the number of students living at home with parents or a legal guardian; the number of students participating in the University's Co-op Program; and the number of those Co-op students working outside of the Route 495 area.

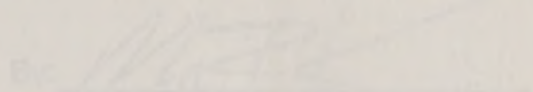
- o The number of students living at home with a parent or legal guardian and the number of Co-op students working outside of the Route 495 area will be subtracted from the total undergraduate enrollment and the resulting figure will be multiplied by .75. This shall be the initial Master Plan housing goal. In no case shall this number exceed 6,600.
- o If the number of students resulting from the above calculation is significantly large than 6,000, the University will agree to add the difference between the newly calculated figure and original Master Plan student housing goal to the final phase of its Master Plan student housing program.
- o At the initiation of the planning phase for the University's first student housing project, following the Opera Lot dormitory project, the calculation set forth above will be repeated using current enrollment/student figures and associated data. If the newly computed student housing program figure differs from the initial Master Plan housing goal, the number of beds for this residential housing project will be adjusted based on the ratio of the newly computed Master Plan housing goal to the Master Plan housing goal calculated in February, 1990.

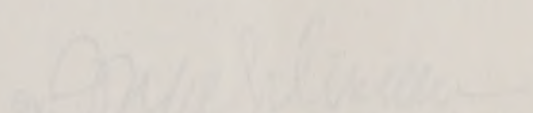


- o For each residential housing project thereafter, a new calculation, using data current at the time of calculation, will be completed, and the number of beds for such project will be adjusted based on the ratio of the most recently computed Master Plan housing goal to the housing program goal calculated at the time of each previous project.

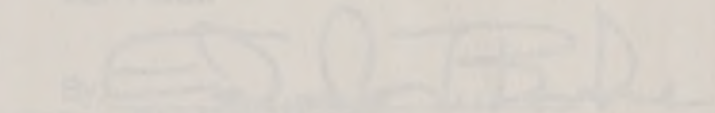
  
Michael Taylor  
Director of City Relations

JOINT REDEVELOPMENT COMMITTEE ON  
THE NORTHEASTERN MASTER PLAN

  
Mark Berman  
Co-Chairman

  
Amy Williams  
Co-Chairman

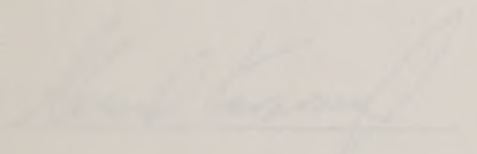
MAYOR'S OFFICE OF NEIGHBORHOOD  
SERVICES

  
Ed I. Felt  
Mayor

ATTEST:

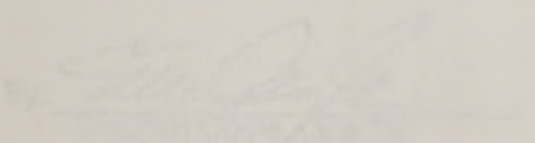
  
[illegible]

ATTEST:

  
[illegible]

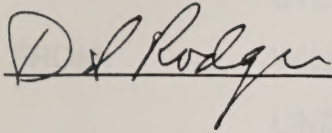
ATTEST:

NORTHEASTERN DEVELOPMENT AUTHORITY

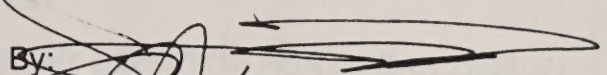
  
[illegible]

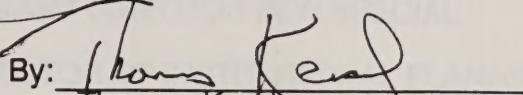
IN WITNESS THEREOF, the Parties have caused Draft Framework Principles to be executed by the representatives duly authorized:

ATTEST

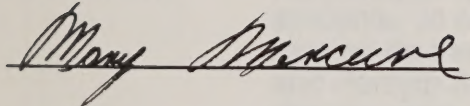
  
\_\_\_\_\_

NORTHEASTERN UNIVERSITY

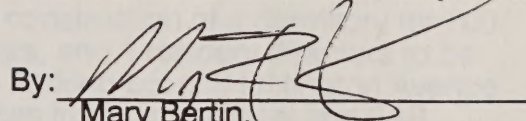
By:   
Joseph D. Warren  
Director of Community Affairs

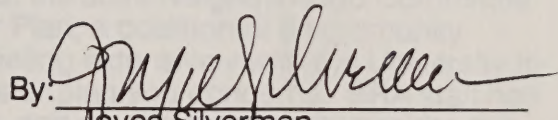
By:   
Thomas Keady  
Director of City Relations

ATTEST:

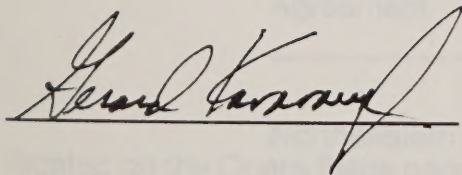
  
\_\_\_\_\_

JOINT NEIGHBORHOOD COMMITTEE ON  
THE NORTHEASTERN MASTER PLAN

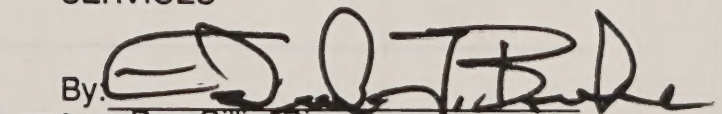
By:   
Mary Bertin,  
Co-Chairperson

By:   
Joyce Silverman,  
Co-Chairperson

ATTEST:

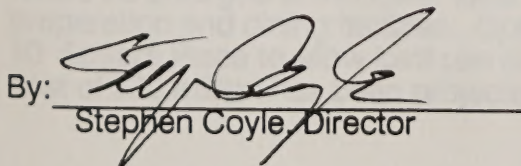
  
\_\_\_\_\_

MAYOR'S OFFICE OF NEIGHBORHOOD  
SERVICES

By:   
FOR Don Gillis, Director

APPROVED:

BOSTON REDEVELOPMENT AUTHORITY

By:   
Stephen Coyle, Director



MEMORANDUM

APRIL 24, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM WHITNEY, ASSISTANT DIRECTOR FOR URBAN DESIGN  
AND DEVELOPMENT  
LINDA BOURQUE, ASSISTANT DIRECTOR FOR NEIGHBORHOOD  
PLANNING AND ZONING  
RICHARD GARVER, ASSISTANT DIRECTOR FOR SPECIAL  
PROJECTS  
GERRY KAVANAUGH, DIRECTOR OF INSTITUTIONAL PLANNING

SUBJECT: ZONING APPEAL - NORTHEASTERN UNIVERSITY - OPERA  
PLACE DORMITORY ZONING APPEAL

---

EXECUTIVE  
SUMMARY:

Northeastern proposes the construction of a dormitory for 700 students, 24 resident advisors, and 4 resident directors to be located on the Opera Place Parking Lot on Huntington Avenue and Forsyth Street. Variances from dimensional and FAR requirements, as well as a Conditional Use Permit, are necessary. Over the past 3 week period, the Joint Neighborhood Committee on the Northeastern Master Plan, a coalition of 6 community organizations, has been meeting extensively with the University to resolve community and master planning concerns. BRA staff has facilitated such discussions, and an agreement between the two parties has been reached. Staff recommends approval conditional upon design review and the execution of an agreement between Northeastern University and the Joint Neighborhood Committee on the Northeastern Master Plan, to be known as the April 24, 1989 Agreement.

---

Northeastern University's proposed dormitory structure would be located on the Opera Place parking lot on Huntington Avenue and Forsyth Street. The 41,679 square foot parcel is currently utilized for surface parking for 100 cars. Proposed is a 180,000 square foot, six-story, 69 foot high dormitory structure containing housing for 700 students, 24 resident advisors, and 4 resident directors. In addition, the adjacent dormitory building located at 10 Speare Place would be enlarged at the lower level to allow for an expansion of the food preparation and dining facilities. Opera Place would be physically connected to 10 Speare Place to allow joint use of the dining facilities. A total development cost of \$20 million has been projected.



Zoning issues include the need for variances from various dimensional requirements and FAR requirements, as well as the need to obtain a conditional use permit.

The community is very concerned with the impacts of the dormitory proposal and University upon the neighborhood. As a result, a coalition of six community organizations, the Joint Committee for the Northeastern University Master Plan, has been meeting extensively with representatives of the University to discuss and resolve these concerns. The two (2) parties have come to an agreement in principle, which will be formalized through the execution of an agreement to be known as the April 24, 1989 Agreement.

The Authority recommends approval conditional upon design review and the execution of an agreement between Northeastern University and the Joint Neighborhood Committee on the Northeastern Master Plan.

VOTED:

In reference to petitions Z-12272-12273, Northeastern University, 10 Speare Place and 30 Forsyth Street, Boston, for extension of non-conforming use, three conditional uses, and seven variances to subdivide, erect one-story addition, and six-story dormitory structure in an apartment (H-3) district, the Boston Redevelopment Authority recommends approval conditional upon design review and the execution of an agreement between Northeastern University and the Joint Neighborhood Committee on the Northeastern Master Plan, to be known as the April 24, 1989 Agreement,

*said agreement provides specific commitments to ensure the timely execution of a more detailed agreement, to be known as the Northeastern University / Joint Neighborhood Committee on the Northeastern Master Plan Agreement; if said more detailed agreement is not executed by the parties within the time period allowed, the Director shall report back to the Authority with the status of the negotiations and all parties will be heard at that time.*